

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.
FOR
ASBESTOS AND INDOOR AIR QUALITY SERVICES
RFP #16-0212**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as COUNTY, by and through its Board of County Commissioners, and Amec Foster Wheeler Environment & Infrastructure, Inc., a foreign for profit corporation authorized to do business in the State of Florida, its successors and assigns, herein referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Request for Proposal (RFP) #16-0212 seeking firms or individuals qualified to provide asbestos and indoor air quality services for the County; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

The purpose of this Agreement is for CONTRACTOR to provide asbestos and indoor air quality services, including, but not limited to, site visits to review building plans and previous reports, conduct visual observations, take samples of suspect materials, perform laboratory analysis, provide written reports of finds, provide abatement plan, perform abatement monitoring and provide final report in conjunction with the County's needs, collectively for the purpose of this Agreement hereinafter referred to as "Service."

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide all labor, materials and equipment to complete the Service in accordance with the Scope of Services, attached hereto and incorporated herein as **Attachment A**, as modified or clarified by Addendum(s) #1, dated March 1, 2016, attached hereto and incorporated herein by reference as **Attachment B**. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

3.2 This Agreement shall become effective upon execution by the parties and shall be in effect for twelve (12) months. Prior to, or upon completion, of the initial term of this Agreement, the COUNTY has the option to renewal this Agreement for four (4) additional twelve (12) month period(s), under the same terms and conditions. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative and not the right of the CONTRACTOR. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY. The prices set forth in this Agreement shall prevail for the full duration of this Agreement.

3.3 The CONTRACTOR shall be solely responsible for obtaining all necessary approvals and permits to complete the Service. The CONTRACTOR shall remain appropriately licensed, certificated and registered throughout the course of the Service and shall be responsible for ensuring any and all subcontractors are appropriately licensed. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement.

3.4 CONTRACTOR acknowledges and agrees that CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

3.5 CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Service assigned to CONTRACTOR is being supported in whole or in part by State funding the CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the Service if state residents have substantially equal qualifications to those of non-residents. If the CONTRACTOR is required to employ state residents, the CONTRACTOR shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

Article 4. Payment

4.1 The COUNTY shall pay and CONTRACTOR shall accept, as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule which is attached as **Attachment C** to this Agreement and which is made a part of this Agreement by reference.

4.2 CONTRACTOR shall invoices to the County department that requested the services. All invoices shall contain the contract and/or purchaser order number, date and location of delivery or service, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a description of services provided. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and its contract may be terminated. The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Service \$25,000 and Under: The COUNTY shall provide a lump sum payment when all Service tasks are completed by the CONTRACTOR and approved by the COUNTY. In order for the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth herein. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments shall be at the sole discretion of the COUNTY.

Service Greater than \$25,000: The Contractor may receive periodic payments on a thirty (30) day interval for Service tasks completed during that period by the Contractor and approved by the County's Project Manager. Retention of funds shall be held in accordance with Florida Prompt Payment Act. In order for the County to provide payment, the Contractor shall submit a fully documented invoice that provides the basic information set forth below.

4.3 In the event any part of this Agreement or the Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

Article 5. County Responsibilities

5.1 COUNTY shall designate a County staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

5.2 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 COUNTY retains the right to inspect all work/services to verify compliance with the contract documents.

Article 6. Special Terms and Conditions

6.1 Safety. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. Any fines levied by federal or state authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR. CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

6.2 Acceptance of the Work and Final Payment. The work delivered and services rendered under this Agreement shall not be deemed complete until a physical inspection and actual usage of the product(s) and/or Service(s) is (are) accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the Service does not

conform to the specifications, the COUNTY reserves the right to terminate this Agreement and will not be responsible to pay for any such service.

6.3 Termination. This Agreement may be terminated by the COUNTY upon ten (10) calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required ten (10) calendar day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The ten (10) calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

6.4 Assignment of Agreement. This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

6.5 Insurance.

A. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

- (iv) Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

I. The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the Contractor's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

6.6 Indemnity. CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR's duties set forth in this Agreement.

6.7 Independent Contractor. CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

6.8 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.9 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.10 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.11 Right to Audit. The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

6.12 Public Records.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

6.13 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

6.14 Minimum Wage. The wage rate paid to all laborers, mechanics and apprentices employed by CONTRACTOR for the work under the Agreement shall not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

6.15 Risk of Loss. CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the

loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

6.16 Accident Notification. If in the course of completing work as part of this Agreement there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

6.17 Key Personnel. The CONTRACTOR agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR must be able to promptly provide a qualified replacement. In the event the CONTRACTOR desires to substitute personnel, the CONTRACTOR shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

Article 7. Miscellaneous Provisions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.

7.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.11 With the consent of CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the County identifying the requirements of the additional County department(s).

7.12 CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

7.13 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

7.14 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.15 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:
Amec Foster Wheeler Environment
& Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, Florida 32801

If to COUNTY:
County Manager
County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800

Tavares, Florida 32778-7800
Fax: 352-343-5618

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

8.2 This Agreement contains the following Attachments, all of which are incorporated herein:

Attachment A	Scope of Services
Attachment B	Addendum
Attachment C	Pricing Schedule

{Remainder of this page intentionally left blank}

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

AMEC FOSTER WHEELER ENVIRONMENT &
INFRASTRUCTURE, INC.



Mark Diblin, Vice President

License #: ZA449, 5392, RB0555

This 31st day of March, 2016.

COUNTY

LAKE COUNTY, FLORIDA

ATTEST:



Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida



Sean M. Parks
Chairman

This 10th day of May, 2016.

Approved as to form and legality:



Melanie Marsh
County Attorney

ATTACHMENT A

SCOPE OF SERVICES

Part I: Indoor Air Quality Services

Site visit and screening

Services include site visits to review available building information/previous reports, conduct visual observations and obtain selected indoor air quality measurements, collected in numerous locations within the subject space at various times during a typical workday, outside measurements will be taken for comparison. The measurements consisting of carbon dioxide, carbon monoxide, temperature, dew point and relative humidity will be compared with applicable ASHRAE standards and will establish the conditions of the space at the time of the evaluation. Consultant shall have appropriate tools including, but not limited to an infrared camera, protimeter, and borescope to look for evidence of moisture intrusion through the building envelope, including roof and curtain wall assemblies. Also, look for processes or conditions within the subject area that may produce adverse conditions to the air quality. The consultant shall also review applicable mechanical plans and conduct a visual observation of the HVAC system serving the area.

Microbial Sampling

Consultant shall perform additional testing for microbial pollutants. A minimum of two air samples shall be collected in the subject space to be analyzed for viable and non-viable fungi and other particulates. One sample is to be collected outside the building for comparison. Samples are to be sent to an AIHA EMPAT accredited laboratory for analysis. Sample results will be in the report and will be compared to industry guidelines and recommendations.

Report Preparation

After receiving the results from the lab, the consultant shall immediately notify the County's Project Manager by email and shall include a brief narrative summarizing the lab results. The consultant shall also prepare a report summarizing in detail the information obtained. This report shall be emailed to the County's Project Manager in PDF format within 10 working days of receiving the lab results. The report shall discuss the visual observations, evaluations, lab results and the results of the indoor air quality measurements. Consultant shall provide recommendations concerning general corrective measures for improvements of air quality and moisture intrusion within the report and rationale for those recommendations.

Expert Witness Testimony

Provide expert witness testimony and formal testimony on behalf of the county. Expert witness testimony may be required to substantiate air quality testing and reporting. Witness testimony may be required at but not limited to; County level meetings, meeting with other elected officials, public meetings and formal courtroom proceedings if necessary.

Part II: Asbestos Services:

Asbestos Containing Materials Assessment

- As requested surveys of buildings and sample collection.
- Sample analysis (identification and quantification of asbestos contamination in bulk or air samples, on site or in the laboratory)
- Utilization and compliance with OSHA, MIOSHA, NIOSHA, MDPH, and EPA approved methods.
- Complete written reports on all activities performed.
- Consultation on remedial action and contractor selection.

Abatement Project Management

- Technical consultation and guidance for compliance with all acceptable regulations including EPA & OSHA regulations.
- Procedural guidance for removal contractors.
- Development of technical specifications in accordance with acceptable regulations and industry standards. Specification will then be put out for bid by the county.
- Assist in reviewing bids and selecting an asbestos abatement contractor.
- Complete project management of all abatement projects.
- Ambient air monitoring before, during and after abatement projects.

ATTACHMENT B: ADDENDUM



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 1

Date: March 1, 2016

Request for Proposals 16-0212 Asbestos and Indoor Air Quality Consulting Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial proposal. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial proposal, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

This addendum DOES NOT change the date for receipt of proposals.

The purpose of this addendum is to provide answers to various vendor questions as follows:

Question 1: In regard to pricing for the IAQ Survey/Monitoring is there a minimum and maximum square footage that can be used to base the pricing? The reason we ask is that IAQ studies can range from one 120 SF office to a 10,000 SF administrative facility. Pricing based on SF would not be cost effective for the County.

Answer 1: Page 18 of the ITB has been revised as highlighted to address the stated comments. Responding vendors shall use the attached substitute pricing page 18 within their bid response.

Question 2: With regards to the proposal delivery can you give an approximate amount of time that the proposal will be in the mail receiving center if shipped via Fed Ex? Should we plan on an extra day for shipment or multiple?

Answer 2: Proposals received in the mail center the morning of a bid opening are generally received prior to the bid opening time. However, vendors are encouraged to allow for the extra day to ensure timely receipt.

RFP 16-0212, ASBESTOS AND IN-DOOR AIR QUALITY SERVICES
ADDENDUM 1, PRICING SECTION REPLACEMENT PAGE 18

General Hourly Rates

Labor Unit Rates	Hourly Rate	Hourly Rates for Expert Witness Testimony
Program Manager	\$	\$
Corporate Consultant	\$	\$
Principal Professional	\$	\$
Senior Professional	\$	\$
Project Manager	\$	\$
Project Professional	\$	\$
Staff Professional	\$	\$
Senior Technician	\$	\$
Project Technician	\$	\$
Staff Technician	\$	\$
Technician	\$	\$
CADD Operator	\$	\$
Secretary	\$	\$
Administration	\$	\$

Services and testing

Asbestos Survey/Monitoring

1.	Comprehensive Asbestos Hazard Assessment Survey including Report Preparation	Per Sq. Ft	\$
2.	Pre-Demolition Asbestos Hazard Assessment Survey including Report Preparation	Per Sq. Ft	\$
3.	Asbestos abatement monitoring plan, Including report preparation	Each	\$
4.	a. Asbestos abatement project monitoring	per 8 hr shift	\$
	b. After normal business hours and weekend cost (8:00 am - 5:00 pm., Monday thru Friday)	per hour	\$
5	Infrared camera testing	Per hour	\$

IAQ Survey/Monitoring

1.	a. IAQ field survey for facility under 10,000 sq ft, including report preparation	Per Sq. Ft	\$
	b. IAQ field survey for facility over 10,000 sq ft, including report preparation.	Per Sq ft	\$
2.	IAQ Remediation monitoring plan, including report preparation	Each	\$
3.	IAQ Remediation monitoring	Per hour	\$

ATTACHMENT C: PRICING SCHEDULE

General Hourly Rates

Labor Unit Rates	Hourly Rate	Hourly Rates for Expert Witness Testimony
Program Manager	\$ 90	\$ 90
Corporate Consultant	\$ 100	\$ 150
Principal Professional	\$ 90	\$ 140
Senior Professional	\$ 82	\$ 120
Project Manager	\$ 77	\$ 110
Project Professional	\$ 72	\$ 72
Staff Professional	\$ 60	\$ 60
Senior Technician	\$ 55	\$ 55
Project Technician	\$ 50	\$ 50
Staff Technician	\$ 45	\$ 45
Technician	\$ 40	\$ 40
CADD Operator	\$ 50	\$ 50
Secretary	\$ 40	\$ 40
Administration	\$ 35	\$ 35

Services and testing

Asbestos Survey/Monitoring

1.	Comprehensive Asbestos Hazard Assessment Survey including Report Preparation	Per Sq. Ft	\$ 0.40
2.	Pre-Demolition Asbestos Hazard Assessment Survey including Report Preparation	Per Sq. Ft	\$ 0.40
3.	Asbestos abatement monitoring plan, Including report preparation	Each	\$ 250
4.	a. Asbestos abatement project monitoring	per 8 hr shift	\$ 400
	b. After normal business hours and weekend cost (8:00 am- 5:00 pm., Monday thru Friday)	per hour	\$ 50
5	Infrared camera testing	Per hour	\$ 15

IAQ Survey/Monitoring

1.	a. IAQ field survey for facility under 10,000 sq ft, including report preparation	Per Sq. Ft	\$ 0.45
	b. IAQ field survey for facility over 10,000 sq ft, including report preparation.	Per Sq ft	\$ 0.35
2.	IAQ Remediation monitoring plan, including report preparation	Each	\$ 400
3.	IAQ Remediation monitoring	Per hour	\$ 60

Substances (assume standard turn-around time unless otherwise stated)

1.	Airborne Bacteria Culture	Sample	\$ 25
2.	Airborne Fungal Culture	Sample	\$ 25
3.	Asbestos (Bulk Sample Analysis per Layer)	Sample	\$ 8
4.	Asbestos (Air Sample Analysis)	Sample	\$ 8
5.	Carbon Dioxide (instrumental)	Sample	\$ 0.10
6.	Carbon Monoxide (instrumental)	Sample	\$ 0.10
7.	Formaldehyde	Sample	\$ 60
8.	Fibrous Dust)	Sample	\$ 10
9.	Hydrogen Sulfide (instrumental)	Sample	\$ 0.10
10.	Lead in Paint	Sample	\$ 8 (72 hr)
11.	Lead in Water	Sample	\$ 12
12.	Legionella Culture	Sample	\$ 100
13.	Mold Spore trap by optical microscopy (72 hr. TAT)	Sample	\$ 25
14.	Mold Tape Lift by optical microscopy (72 hr. TAT)	Sample	\$ 25
15.	Nitrogen Sulfide/Nitric Oxide (instrumental)	Sample	\$ 0.10
16.	Nuisance Dust	Sample	\$ 18
17.	Organic Solvent profile (NIOSH 1500/1501)	Sample	\$ 55
18.	Ozone	Sample	\$ 110
19.	Radon (Continuous Working Level Monitor)	Sample	\$ 32
20.	Radon (Canister)	Sample	\$ 24
21.	Surface Wipe/Bacteria Culture	Sample	\$ 25
22.	Surface Wipe/Fungal Culture	Sample	\$ 25
23.	Temperature &Relative Humidity (instrumental)	Sample	\$ 0.10
24.	Volatile Organic Compounds (Air) (Niosh 1500/1501)	Sample	\$ 50
25.	Volatile Organic Compounds (Water) (SW8260)	Sample	\$ 70

Metals in Water

1.	Arsenic	Sample	\$ 12
2.	Barium	Sample	\$ 12
3.	Cadmium	Sample	\$ 12
4.	Chromium	Sample	\$ 12
5.	Cooper	Sample	\$ 12
6.	Iron	Sample	\$ 12
7.	Lead	Sample	\$ 12
8.	Magnesium	Sample	\$ 12
9.	Manganese	Sample	\$ 12
10.	Mercury	Sample	\$ 12
11.	Nickel	Sample	\$ 12
12.	Nitrate	Sample	\$ 12
13.	Selenium	Sample	\$ 12
14.	Silver	Sample	\$ 12
15.	Zinc	Sample	\$ 12

16.	Organic Solvent profile (NIOSH 1500/1501	Sample	\$ 75
17.	Ozone	Sample	\$ 32
18.	Radon (Continuous Working Level Monitor)	Sample	\$ 32
19.	Radon (Canister)	Sample	\$ 24
20.	Surface Wipe/Bacteria Culture	Sample	\$ 25 (72 hr)

Other Testing Upon Request

1.	Day Rate (Technician)	Hour	\$ 50
2.	Report Preparation (Clerical)	Hour	\$ 35
3.	TEM Analysis (24-hour turnaround)	Sample	\$ 50
4.	TEM Analysis (48-hour turnaround)	Sample	\$ 45

Pricing Notes: The hourly rate for professional services shall be a fully loaded rate to include, but not be limited to, all salary, benefits, overhead, profit, and local travel costs (defined as travel within Lake County and within a seventy five (75) mile radius of Tavares, Florida). This rate is to be used for calculation of the lump sum fees in support of projected effort, and for any additional effort directed by the County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Construction Risk Partners, LLC Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876	1-908-566-1010	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Amec Foster Wheeler Environment & Infrastructure, Inc. 404 SW 140th Terrace Gainesville, FL 32669		INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: ZURICH AMER INS CO INSURER C: AMERICAN ZURICH INS CO INSURER D: INSURER E: INSURER F:	
		NAIC # 22667 16535 40142	

COVERAGES

CERTIFICATE NUMBER: 46822168

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G24557728	05/01/16	05/01/17	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll \$1,000			BAP 9483148-05	05/01/16	05/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3504866-15 WC 3867133-09	05/01/16 05/01/16	05/01/17 05/01/17	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Architects & Engineers Prof.			IPR 1008375-01	05/01/16	05/01/17	Any One Claim/Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #16-0212 Asbestos and Indoor Air Quality Services.

Lake County, a Political Subdivision of the State of Florida and the Board of County Commissioners are additional insureds on a primary and non-contributory basis on the General Liability and Automobile Liability policies as required by written contract. Waiver of Subrogation is applicable on the General Liability and Automobile Liability policies where required by written contract and allowed by law. 30 days notice of cancellation applies per policy provisions.

CERTIFICATE HOLDER

CANCELLATION

Lake County a Political Subdivision of the State of Florida and the Board of County Commissioners P O Box 7800 Tavares, FL 32778-7800 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE William R. Harrison
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